# B/S/H/

# **Code of Conduct**

# for Suppliers of the BSH Group

# BSH 集团供应商行为准则

BSH is committed to socially and ecologically responsible corporate action. We respect international human rights as a central element of our corporate governance and stand for integrity and a sense of responsibility. This is also evidenced by our membership of the UN Global Compact and other initiatives. We expect the same behavior from all our Suppliers. We also strive to continuously optimize our actions and products in terms of sustainability. In doing so, we rely on the equally responsible cooperation of our Suppliers. A common understanding of ethical and sustainable behaviour is therefore the basis for the cooperation with our Suppliers.

BSH 致力于对社会和生态负责的企业行为。我们尊重国际人权,将其作为企业治理的核心要素之一,并主张诚信和责任感。我们加入联合国全球契约和其他倡议也证明了这一点。我们希望我们所有的供应商做到同样的行为。 我们还努力在可持续性方面不断优化我们的行动和产品。在此过程中,我们依赖于我们供应商同样负责任的合作。 因此,对道德和可持续行为的共同理解我们是与供应商合作的基础。 The social and environmental standards and processes contained in this Code of Conduct are based on the ten principles of the UN Global Compact, the International Bill of Human Rights, the ILO Declaration on Fundamental Principles and Rights at Work, the UN Guiding Principles on Business and Human Rights.

本行为准则所载的社会和环境标准和程序是以联合国全球契约的十项原则、《国际人权宪章》、国际劳工组织《关于工作中的基本原则和权利宣言》、联合国《工商业与人权指导原则》为基础的。

The requirements and principles set out are an essential part of the contractual obligations and cooperation with our Suppliers. Therefore, the supplier assures to comply with and promote the following principles and to train its employees regularly and appropriately on the contents.

所列的要求和原则是 BSH 与供应商的合同义务和合作的基本组成部分。因此,供应商保证遵守并进以下原则,并 就这些原则的内容定期、适当地培训员工。

# 1. Principle of legality

合法性原则

The Supplier undertakes to comply with all applicable laws and regulations. 供应商保证遵守所有适用的法律法规。

# 2. Social responsibility

社会责任

#### Human rights

人权

The Supplier respects, protects and actively promotes internationally recognized human rights and ensures that these are not violated along the supply chain. This is based in particular on the UN Guiding Principles on Business and Human Rights.

供应商尊重、保护并积极促进国际公认的人权,并确保这些人权在供应链中不受侵犯。尤其是基于联合国《工商业与人权指导原则》的人权。

#### Ban on child labour

#### 禁止童工

The Supplier respects and protects the dignity and rights of children. The Supplier undertakes to employ only persons who have reached the minimum age required to perform work in accordance with the applicable national legislation and not to tolerate child labour. The ILO Conventions No. 138 on the

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Minimum Age for Admission to Employment and No. 182 on the Elimination of the Worst Forms of Child Labour shall be complied with.

供应商尊重并保护儿童的尊严和权利。供应商保证根据适用的国家法律,只雇用达到从事工作所需最低年龄的人员,不雇佣童工。将遵守国际劳工组织《关于准予就业最低年龄的第138号公约》和《关于消除最有害的童工形式的第182号公约》。

#### Ban on forced labour

#### 禁止强迫劳动

The Supplier undertakes to exclude any kind of forced or compulsory labour as well as any form of slavery. All work must be voluntary and without threat of punishment (see ILO convention No. 29). The Supplier thus must avoid any form of labour based on physical, psychological, sexual or verbal violence and / or abuse or economic exploitation (see ILO indicators of forced labour).

供应商保证杜绝任何类型的强迫或强制劳动及任何形式的奴役。所有劳动都必须是自愿的,并且不能受到惩罚的 威胁(见国际劳工组织第 29 号公约)。因此,供应商必须避免任何形式的基于身体、心理、性或言语暴力和/或 虐待或经济剥削的劳动(见国际劳工组织强迫劳动指标)。

#### Use of private or public security forces

#### 使用私人或公共安全力量

The hiring or use of security forces is to be refrained from if, due to a lack of instruction or control on the part of the Supplier, there is a risk of torture and cruel, inhuman or degrading treatment, injury to life or limb or impairment of the freedom of association and union.

如果供应商缺乏指示或控制,存在酷刑和残忍、不人道或有辱人格的待遇、伤害生命或肢体或妨害结社和集会自由的危险,则应避免雇用或使用安全力量。

#### Occupational safety and health

#### 职业安全和健康

The Supplier shall provide a safe and health-promoting working environment to prevent accidents and injuries and, where appropriate, provide safe and health-promoting living accommodations. The minimum standard here is the applicable local laws. An occupational safety and health management system in accordance with ISO 45001 or a system suitable for the relevant industry shall be established and applied. Employees shall be provided with appropriate training.

供应商应提供安全和有利于身体健康的工作环境,以预防事故和伤害,并在适当的情况下,提供安全和有利于身体健康的住宿。此处的最低标准是适用的当地法律。供应商应建立并实施符合 ISO 45001 的职业安全和健康管理体系或适用于相关行业的体系。供应商应向员工提供适当的培训。

#### Freedom of association

#### 结社自由

The Supplier shall respect the fundamental right of employees to form trade unions and to join them in their own free decision. Membership in trade unions or workers' representations shall not constitute a reason for unjustified unequal treatment. The right to collective bargaining for the regulation of working conditions and the right to strike shall be granted within the framework of the legal regulations and in accordance with ILO Conventions No. 87 and No. 98.

供应商应尊重员工组建工会以及自愿加入工会的基本权利。工会成员资格或工人代表不应构成不公正待遇的理由。 应在法律法规的框架内并根据国际劳工组织第87号和第98号公约授予调整工作条件的集体谈判权和罢工权。

#### **Ban on discrimination**

禁止歧视

The Supplier undertakes not to tolerate any discrimination, for example on the basis of skin colour, ethnic origin, gender, age, nationality, social origin, disability, sexual orientation, religious affiliation, world view, political opinion and trade union activity. In the case of comparable requirements and tasks, the principle of equal pay for work of equal value without regard to sex must apply (ILO Convention No. 100). 供应商保证不容忍任何歧视,例如基于肤色、民族血统、性别、年龄、国籍、残疾、性取向、宗教信仰、世界观、政治观点和工会活动。在要求和任务相当的情况下,必须适用不分性别的同工同酬原则(劳工组织第 100 号公约)。

#### Remuneration and working hours

报酬和工作时间

Remuneration for regular working hours and overtime must be at least equal to the minimum wage established under the applicable law.

正常工作时间和加班的报酬必须不得低于现行法律规定的最低工资。

The Supplier undertakes to observe legal regulations on working hours and breaks as well as holidays. 供应商保证遵守关于工作时间和休息休假的法律规定。

#### Protection from eviction and land deprivation

防止驱逐和土地剥夺

The Supplier undertakes to refrain from unlawful evictions as well as the unlawful deprivation of land, forests or waters, the use of which secures the livelihood of a person.

供应商保证不进行非法驱逐,不非法剥夺可保障任何人生计的土地、森林和水域。

#### Dealing with conflict minerals

#### 冲突矿物的处理

The Supplier undertakes to comply with the respective applicable laws and regulations on conflict minerals. The Supplier shall exercise particular care with regard to the origin of its materials.

### 3. Ecological responsibility

生态责任

#### **Environmental protection**

#### 环境保护

The Supplier is obliged to comply with the regulations and standards on environmental protection that affect its operations. Environmental pollution shall be minimized, environmental protection shall be continuously improved and resources shall be used sparingly.

供应商有义务遵守影响其运营的环境保护的规定和标准。供应商应最大限度地减少环境污染,不断提高环境保护 水平,节约使用资源。

An environmental management system in accordance with ISO 14001 or an environmental management system suitable for the relevant industry shall be established and applied.

应建立并实施符合 ISO 14001 标准的环境管理体系或适用于相关行业的环境管理体系。

#### Preservation of the natural foundations of life

#### 保护生活的自然基础

The Supplier undertakes to protect the natural basis of life as much as possible; in particular, to avoid harmful soil changes, water and air pollution, noise emissions and excessive water consumption. Particularly in areas of water scarcity, water abstraction shall be minimized and access to drinking water and sanitary facilities shall be provided. Wastewater quality standards must be defined and monitored within the framework of applicable legal and regulatory requirements.

供应商保证尽可能地保护生活的自然基础,特别是避免有害的土壤变化、水和空气污染、噪音排放和过度用水。 特别是在缺水的地区,应最大限度地减少取水,并应提供饮用水和卫生设施。应在适用的法律和监管要求的框架 内确定和监测污水质量标准。

#### **Climate protection**

气候保护

The Supplier undertakes to actively and sustainably protect the climate, for example by increasing energy efficiency, generating or purchasing energy from renewable sources and taking other measures to reduce CO2 emissions.

供应商保证积极并可持续地保护气候,如通过提高能源效率、从可再生能源中生产或购买能源及采取其他措施减少二氧化碳的排放。

#### Ban on substances of concern

#### 关注物质的禁用

The Supplier is obliged to comply with the statutory ingredient prohibitions, restrictions and declaration regulations and applicable standards on the prohibition and declaration of ingredients. In particular, the ban on the production of mercury-added products, the use of mercury and mercury compounds in manufacturing processes and the treatment of mercury waste in accordance with the Minamata Convention as well as the ban on the production and use of certain chemicals in accordance with the Stockholm Convention on Persistent Organic Pollutants (POPs Convention) shall be observed.

供应商有义务遵守有关成分禁用、限制和申报的法规和有关成分禁用及申报的适用标准。特别是,应遵守《水俣 公约》关于禁止生产添加汞的产品、在制造过程中使用汞和汞化合物、处理汞废物的规定,以及《关于持久性有 机污染物的斯德哥尔摩公约》(POPs 公约)关于禁止生产和使用某些化学品的规定。

#### Environmentally sound waste handling

#### 环保废物处理

The Supplier shall observe the prohibition of non-environmentally sound handling, collection, storage, disposal of wastes in accordance with the regulations in force in the applicable jurisdiction under the requirements of Article 6(1)(d)(i), (ii) of the POPs Convention and the prohibition of export of hazardous wastes under the Basel Convention.

供应商应根据《持久性有机污染物公约》第6(1)(d)(i)和(ii)条要求,适用管辖区域内现行法规,遵守禁止 以非环保的方式处理、收集、存储、处置废物的规定,以及《巴塞尔公约》关于禁止危险废物出口的规定。

### 4. Ethical business conduct

符合道德的商业行为

#### **Corruption and bribery**

#### 腐败和贿赂

The Supplier shall ensure compliance with the respective applicable anti-corruption laws. Any form of corruption or bribery, whether active or passive, shall be refrained from.

供应商应确保遵守相应的适用的反腐败法律。供应商应避免任何形式的腐败或贿赂,无论是主动的还是被动的。

#### Money laundering

反洗钱

The Supplier shall observe the relevant statutory provisions on money laundering prevention and comply with its reporting obligations.

供应商应遵守反洗钱方面的相关法律规定,并履行其报告义务。

#### Fair competition

#### 公平竞争

The Supplier is obliged to behave in a fair manner in competition and to comply with the respective applicable competition law regulations.

供应商有义务在竞争中以公平的方式行事,并遵守相应的适用的竞争法律法规。

In particular, abuse of a dominant position as well as agreements or concerted practices with other companies which have the purpose or effect of preventing, restricting or distorting competition in accordance with the applicable antitrust regulations will not be tolerated.

特别是,根据适用的反垄断法规,供应商不得容忍滥用市场支配地位及与其他公司达成具有阻止、限制或扭曲竞争的目的或效果的协议或协同行为。

#### Customs and export control regulations

#### 海关和出口管制法规

The Supplier shall comply with international customs and export control regulations and ensure the proactive exchange of information relevant to foreign trade with the aim of a secure supply chain. 供应商应遵守国际海关和出口管制法规,并为了供应链的安全,确保积极交换与对外贸易相关的信息。

#### Data protection and data security

#### 数据保护和数据安全

The Supplier is committed to ensuring the right to informational self-determination, the protection of personal data and the security of all business information and personal data in all business processes in compliance with legal requirements and applicable data protection and information security laws. 供应商保证按照法律要求和适用的数据保护和信息安全法律,确保信息自决权、个人数据的保护以及所有业务流程中所有商业信息和个人数据的安全。

# 5. Supply chain and implementation

供应链和实施

#### Supply chain

#### 供应链

In order to comply with the principles of this Code of Conduct as far as possible along the entire supply chain, the Supplier undertakes to commit its suppliers, whom it uses to fulfil its performance obligations, to the principles of this Code of Conduct to the best of its ability and to encourage them to pass on the principles to their suppliers.

为了在整个供应链上尽可能地遵守本行为准则中的原则,供应商保证其使用来履行履约义务的供应商尽其所能遵守本行为准则中的原则,并鼓励这些供应商将本准则传递给其自己的供应商。

#### Controls

#### 控制

BSH is entitled to verify compliance with the obligations arising from this Code of Conduct in an appropriate manner. The Supplier shall actively support BSH in the verification process, in particular by responding to BSH's enquiries in a timely and adequate manner and by facilitating any on-site inspections. BSH 有权以适当的方式核实对本行为准则项下义务的遵守情况。在核实的过程中,供应商应积极支持 BSH,特别 是及时和充分地答复 BSH 的问询,并为任何现场检查提供便利。

#### **Remedial action**

#### 补救措施

Violations in the Supplier's own business or in its supply chain, in particular violations of human rightsrelated or environmental obligations, must be stopped immediately. If this is not possible in the foreseeable future, the Supplier shall immediately draw up and implement a concept to end or minimize the violations. The concept must contain a concrete timetable and must be submitted to BSH. Furthermore, in the event of a suspicion, the Supplier shall immediately clarify possible violations and inform BSH of the clarification measures taken and their results.

供应商自身业务或其供应链中的违规行为,特别是违反人权或环境义务的行为必须立即停止。如果在可预见的将 来不可能做到这一点,供应商应立即拟定并实施一个计划以结束或将该等违规行为减至最小。该计划必须包含一 个具体的时间表且必须提交给 BSH。此外,在怀疑的情况下,供应商应立即澄清可能的违规行为并通知 BSH 所采 取的澄清措施及其结果。

#### **Consequences of infringements**

#### 违规行为的后果

An infringement of the obligations described in this Code of Conduct constitutes a breach of contract visà-vis BSH and a material impairment of the business relationship between BSH and the Supplier. The Supplier shall initiate suitable improvement measures within a reasonable period of time in order to prevent future violations and inform BSH of the measures initiated. If the Supplier fails to comply with these obligations or if a breach is so serious that a continuation of the business relationship becomes unreasonable for BSH, BSH reserves the right, without prejudice to further rights, to terminate the contractual relationship concerned without notice or to withdraw from the contract concerned.

对本行为准则中所述义务的违反构成对 BSH 的违约并严重损害 BSH 和供应商之间的业务关系。供应商应在合理的 期限内采取适当的改进措施以防止未来的违规行为发生并通知 BSH 所采取的措施。如果供应商未能遵守该等义务, 或者该等违约行为严重到使业务关系的继续对 BSH 而言变得不合理,BSH 保留在不影响其进一步权利的情况下不 经通知而终止相关合同关系或撤销相关合同的权利。

# 6. Notification of infringements

违规行为的通知

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Any supplier, its employees or affected parties are called upon to report possible infringements of this Code of Conduct to BSH. Reports can be submitted via the BSH lawyer of confidence (see below) or via the <u>BSH whistleblower system</u>, which also allows anonymous reports. The Supplier must inform its employees of the possibility of making a report.

任何供应商、其员工或受影响方被要求向 BSH 举报可能违反本行为准则的行为。举报可以通过 BSH 律师(见下文) 或通过 BSH 举报系统提交,该系统还允许匿名举报。供应商必须告知其员工可以举报。

#### BSH lawyer of confidence:

BSH 律师: Dr. Karl Sidhu, LL.M. (SvS RECHTSANWÄLTE) Dr. Karl Sidhu, LL. M. (SvS RECHTSANWä lte) Address: Widenmayerstr. 36, 80538 Munich, Germany 地址: Widenmayerstr. 36, 80538 Munich, Germany E-mail: sidhu@svs-legal.de 电子邮件: sidhu@svs-legal.de Homepage: www.svs-legal.de 主页: www.svs-legal.de Phone: +49 (0)89 244 133 4 60 电话: +49 (0)89 244 133 4 68 传真: +49 (0)89244133468

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